

A2012-117

January 10, 2012

Ruth Y. Goldway, Chairman Postal Regulatory Commission  
901 New York Avenue N.W., Suite 200  
Washington, D.C. 20268-0001

RECEIVED

2012 JAN 18 P 4:44

Dear Chairman Goldway:

POSTAL REGULATORY  
COMMISSION

The United States Postal Service has issued a final determination to close the Barnes City IA Post Office, docket #1354056-500027 (A2012-117) and provide delivery and retail services by rural route service under the administrative responsibility of the Montezuma, Iowa Post Office.

We are submitting this request for an appeal as we believe the postal service seem to forget that they are a **Service** to the people not a business.

The Postal Service's decision to close our post office and provide rural delivery service raises questions concerning the sanctity of the mail. The Barnes City Post Office lobby is open 24 hours a day so our mail is safe and available. If we cannot get out for a day or two we do not need to worry about someone tampering with our mail. The option to rent a PO Box in Montezuma is not providing the same service. We currently walk to get our mail, if we rent a box in Montezuma we would have to drive 15 miles. Since we live in Barnes City, people will assume that our address is Barnes City not Montezuma and this would cause our mail to be returned undeliverable. Switching our address from PO Box to rural address could also cause our mail to be returned undeliverable.

Attached is a copy of the lease that the Landlord furnished to us. Their lawyer told us since the termination clause was not filled in the USPS is obligated to pay the rent for the next five years and that they (Mr. and Mrs. Marks) would not agree under any conditions to terminate the lease. Their lawyer also said that they would consider taking action as a vacant building would cause them financial harm. This information would make the cost savings greatly reduced.

Doris Freeborn (PMR) has been working at the Barnes City Post Office for over 20 years and is currently serving as the OIC. She has been a exemplary employee and is a well respected member of the Barnes City Community. There is no nearby facility that currently has a vacancy that she could be reassigned to and it is insincere of the USPS to suggest that they would even make the attempts to do so.

We feel that, as citizens of the United States, we are entitled to the same efficient postal service provided to our counterparts in urban areas. The Postal Reorganization Act, is explicit in pointing this out. We petition you, as members of the Postal Regulatory Commission, to respectfully consider our protest and order the Postal Service to give additional considerations to our service needs.

Respectfully Submitted,



Alva Calvert  
City Councilman  
Town of Barnes City  
PO Box 65  
Barnes City IA 50027-0065



Karen Calvert  
Treasurer  
Barnes City American Legion Auxiliary  
PO Box 65  
Barnes City IA 50027-0065

**Exercise of Renewal Option****Facility Name/Location:**

BARNES CITY- MAIN OFFICE (180630-003)  
610 SPRUCE ST, BARNES CITY, IA 50027-7709

County : MAHASKA  
Lease: 100000000713

**To**

DON H MARKS  
AND ROCHELLE C MARKS CO TRUSTEES  
OF THE DON AND ROCHELLE MARKS FMLY  
320 S SPALDING DR  
BEVERLY HILLS, CA 90212-3609

Certified Mail #  
70060100000125411400

**Issuing Office**

WESTERN FSO 160 INVERNESS DRIVE WEST SUITE 400  
ENGLEWOOD, CO 80112-5005

Date of Existing Lease: 12/17/1991

The existing Lease has no amendments.

Pursuant to the Lease covering this facility, the Postal Service hereby exercises its option to renew said Lease as follows:

Term: 5 Years From (Date): 11/01/2011 To (Date): 10/31/2016 Annual Rate: \$ 11,175.00

In all other respects, the said Lease shall remain the same and is hereby confirmed.

**Remarks**

Exercising first available five-year Renewal Option. Three five-year Renewal Options Remain.

Thank you for providing this property for postal use.

Date  
10/28/2009

Name of Contracting Officer  
Candace Kinne

Signature

ax year or part  
he provisions of this  
anner and to the same  
folings.

f all notices which may  
l real estate tax  
general real estate taxes

es relating to  
sment valuation in a  
cessive, the lessor will be  
erpayment of taxes  
at the lessee lost the

within three days from

rect in writing. The  
test when requested to do  
st the validity of any  
ry or assessment of  
adings either in the name  
names of both. The  
d Service, must join in  
of penalties, costs, or

ght by the Postal Service.  
ave harmless the lessor  
must cooperate with the  
document or pleadings  
sonably satisfied that  
igs are accurate.

state tax bills  
lessor and such  
, or cost to the  
ve been allowed by the  
be responsible and  
the amount of lost  
ent of the net taxes  
pi payment.

ria) Service is  
und remissions of general  
uent to the commencement  
general real estate  
ed to the lessor, as a  
stement of such action,  
es must be forwarded within  
he is entitled to a  
taxes upon the  
ke and the such  
, forward it within ten  
rves the right to offset  
at rental or other payments

00) (April 1990)

Includes the premises  
ch premises, all equipment  
nder this lease.

s to, and maintenance  
specifically made the  
y of the Postal  
in such manner as the  
premises in proper

be included as part of

(3) Repairs resulting from Acts of God or of a public enemy.

(4) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the lessor.

(5) Repairs resulting from fire or other casualties, unless such casualties were caused by the acts or negligence of employees or agents of the Postal Service.

(6) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the lessor is responsible.

d. When the need arises for repairs which are the responsibility of the lessor, the Postal Service will (except in emergencies) give the lessor written notice of the needed repair and will specify a reasonable deadline for completion of the work. A copy of such notice will also be sent by certified or registered mail to the lessor's mortgagee and assignee of monies due or to become due pursuant to this lease. These names will have been furnished to the Postal Service by the lessor. If none of these parties (lessor, mortgagee, or assignee) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or actually fails to complete the work within said time, the Postal Service has the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this lease. Alternatively, the Postal Service may, at its sole discretion, cancel this lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

#### A.40 PAYMENT OF UTILITIES (Clause OB-031) (August 1990)

The lessor agrees to pay all fees and costs for connections to the public water and/or public sewerage systems that are, or may become available. During the continuance of the lease, the Postal Service will pay recurring costs for the following utilities:

Fuel, Power, Public Water and Private sewer. USPS will also pay for Snow and Trash removal and Custodial Service.

provided that each is separately metered.

#### A.41 EQUIPMENT, UTILITIES, AND SERVICES (Clause OB-074) (June 1989)

Unless otherwise specified herein, the lessor must furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher for all class fires, as well as other equipment as may be specified.

#### A.42 CONDITIONAL TERMINATION (Clause OB-020W) (November 1990)

This lease may not be terminated during the base term. After the base term:

a. This lease may be terminated upon days notice in writing to the lessor whenever, in the judgement of the Postal Service, the growth of the service at this office renders additional room necessary and the lessor is unable or unwilling to furnish suitable and sufficient additional space at an additional rental satisfactory to the Postal Service.

b. This lease may be terminated upon days notice in writing to the lessor whenever the Postal Service decides to move its office into a facility owned by the Postal Service.

#### A.43 LESSOR'S SUCCESSORS (Clause OB-060) (June 1989)

The terms and provisions of this lease and the conditions herein are binding on the lessor, and all heirs, executors, administrators, successors, and assigns.